

UNITED STATES DISTRICT COURT

DISTRICT OF MARYLAND

CHAMBERS OF
ANDRE M. DAVIS
UNITED STATES DISTRICT JUDGE

U.S. COURTHOUSE
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August 29, 2001

MEMORANDUM TO COUNSEL AND PRO SE PARTIES RE:

Fidelity Guaranty Life Ins. Co. v. Hepler
Civ. No. AMD 00-2549

Defendant Settlement funding L.L.C. has filed a "Motion for Issuance of Scheduling Order." The motion has been read and considered. The motion is DENIED.

It has come to my attention that Fidelity Guaranty has a host of these interpleader actions pending in this Court. I wonder if it makes sense to await a definitive ruling on underlying legal issues by one (or more) of my colleagues in this district before proceeding with this case, inasmuch as other actions are nearing a dispositive motions stage? In any event, I think that I anticipated (perhaps "hoped" is a better word) back when I suspended the scheduling order in January that the parties (or at least the represented parties) would propose a rational discovery plan in this case, in lieu of the issuance of one of our "off the shelf" scheduling orders.*

I would appreciate your views on the observations contained herein. Please let me have your written views on or before Monday, September 10, 2001.

Despite the informal nature of this letter, it is an Order of Court and the Clerk shall docket it as same.

Very truly yours,



Andre M. Davis
United States District Judge

AMD:tt
cc: Court file

*In this connection, I note that although the Webers purport to be acting pro se, the file contains an indication that their interests were represented by a law firm in Flint, Michigan, prior to the institution of this action and that, moreover, their "pro se" answer to the complaint in interpleader has a decidedly professional look and feel to it. Is there a lawyer lurking in the background?

